



**JOINT BOARDS
SOUTH DAKOTA BOARD OF NURSING
SOUTH DAKOTA BOARD OF MEDICAL AND OSTEOPATHIC EXAMINERS**

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CERTIFIED NURSE MIDWIFE COLLABORATIVE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between _____, hereinafter referred to as Physician, and _____, hereinafter referred to as Certified Nurse Midwife, **WITNESSETH:**

Whereas, the Parties have developed a plan provided for under SDCL Chapter [36-9A](#) whereby certain professional services may be performed by a qualified, licensed Certified Nurse Midwife in compliance with educational and training requirements, pursuant to SDCL [36-9A](#), as administered by the South Dakota Board of Nursing and the South Dakota Board of Medical and Osteopathic Examiners, hereinafter referred to as Boards,

Whereas, performance of the overlapping scope of advanced practice nursing and medical functions requires licensure as a Certified Nurse Midwife and furthermore that such services shall be performed in collaboration with a physician, as defined in SDCL [36-9A-17](#),

Whereas, the Boards recognize the following nationally recognized documents to describe standards of practice and entry-level competencies for the practice of the Certified Nurse Midwife,

1. *American College of Nurse-Midwives: Core Competencies for Basic Midwifery Practice* (May 2002, Revised June 2004). Silver Spring, MD: American College of Nurse-Midwives. <http://www.acnm.org/education.cfm?id=331>
2. *Standards for the Practice of Midwifery* (March 2003). Silver Spring, MD: American College of Nurse-Midwives. <http://www.acnm.org/education.cfm?id=331>

And Whereas, the Certified Nurse Midwife is licensed to practice and manage care for women with focus on pregnancy, childbirth, post partum period, and gynecologic needs, care of the newborn, and family planning.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

- A. The Certified Nurse Midwife may perform such services as are allowed by SDCL [36-9A-13](#) and other tasks authorized by the Boards and not expressly excluded by SDCL Chapter [36-9A](#) for which educational and clinic competency has been demonstrated in a manner satisfactory to said Boards, pursuant to SDCL [36-9A-15](#).
- B. It is further understood and agreed by and between the parties:
 1. Definition of Collaboration: Pursuant to SDCL [36-9A-1\(7\)](#), the act of communicating pertinent information or consulting with physician(s) licensed pursuant to chapter [36-4](#), with each provider contributing their respective expertise to optimize the overall care delivered to the patient.
 2. The term **direct personal contact**, pursuant to ARSD [20:62:03:04](#), means that both the collaborating physician and the Certified Nurse Midwife are physically present on site and available for the purposes of collaboration.
 3. Collaboration between Certified Nurse Midwife and Physician **must occur no less than one-half day a week or a minimum of one hour per ten hours of practice by direct personal contact** (ARSD [20:62:03:03](#)).
 4. When the collaborating physician is *not* in direct personal contact with the Certified Nurse Midwife, the **physician must be available by telecommunication** (ARSD [20:62:03:04](#)).
 5. If the collaborating physician is unavailable, or unable to meet the standard of collaboration with the Certified Nurse Midwife; the physician or physicians identified in this agreement as secondary physicians, have agreed to provide the required collaboration (SDCL [36-9A-17](#); ARSD [20:62:03:06](#)).
 6. Nothing in this agreement shall be construed to limit the responsibility of either party to the other in the fulfillment of this agreement.

7. In the event the Boards puts a restriction upon the services that may be performed by the Certified Nurse Midwife, the Physician hereby waives any objection to the Certified Nurse Midwife failure to perform those tasks not permitted by said Boards.
8. Pursuant to SDCL [36-9A-17.2](#), the Boards will not approve any collaborative agreement that includes abortion as a permitted procedure.

C. Parties may request modifications for approval by the Boards prior to performing (SDCL [36-9A-15](#)). The Boards base approval upon a finding of adequate collaboration, training, and proficiency as described in SDCL [36-9A-17.1](#).

- ☐ No modification requested
- ☐ Modification(s) requested: *(Identify below)*

D. **The Certified Nurse Midwife will work:** _____ % FTE status (10, 20, 30, 40, etc. through 100% FTE)
Pursuant to SDCL [36-9A-17.1](#) a physician may establish a collaborative relationship with up to four full-time equivalents (FTE) based upon a finding that adequate collaboration will exist.

E. **The Certified Nurse Midwife will practice at the following setting(s):**
Pursuant to ARSD [20:62:03:05](#) A Certified Nurse Midwife who practices at **multiple practice sites** with the *same* collaborating physician shall collaborate by direct personal contact at one of the practice sites. However, to assure quality patient care where multiple practice sites are utilized, the Board of Medical & Osteopathic Examiners expects that the collaborating physician will demonstrate that physician collaboration has occurred at **each** of the sites on a **regular basis** throughout the year. ***Failure to demonstrate collaboration on a regular basis may constitute grounds for disciplinary action for physicians pursuant to SDCL [36-4-30](#) and/or the Certified Nurse Midwife pursuant to SDCL [36-9A-29](#).***

1. SD healthcare site: _____
Name
Address: _____ Phone Number: _____

2. SD healthcare site: _____
Name
Address: _____ Phone Number: _____

3. SD healthcare site: _____
Name
Address: _____ Phone Number: _____

4. SD healthcare site: _____
Name
Address: _____ Phone Number: _____

- F. **The collaborative agreement shall not take effect until it has been completely executed between the Physician and the Certified Nurse Midwife outlining those activities which the Certified Nurse Midwife shall perform, shall be filed in the office of the State Board of Nursing and approved by the Joint Boards.**

The agreement shall remain in effect as long as the terms defined herein describe the Certified Nurse Midwife's current practice unless terminated in writing by either party. **Upon termination of this agreement, the Certified Nurse Midwife may not perform the services defined in SDCL [36-9A-12](#) unless a new or existing collaborative agreement is on file with the Boards.** If such termination occurs, the Certified Nurse Midwife shall report the same to the Boards within ten (10) days of such termination.

The parties hereto enter in this agreement on the date and year first written above.

I, the undersigned, declare and affirm under the penalties of perjury that this Collaborative Agreement has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

I am aware that should I furnish any false information in this Collaborative Agreement, such an act may constitute cause for denial of approval and discipline of my license to practice in South Dakota.

Signature of Primary Collaborating Physician

Signature of Certified Nurse Midwife

Print or Type Name

Print or Type Name

Physician Signature

Certified Nurse Midwife Signature

Signature of Secondary Collaborating Physician(s)

Print or Type Name / _____
Physician Signature

Print or Type Name / _____
Physician Signature

Print or Type Name / _____
Physician Signature

Print or Type Name / _____
Physician Signature

Print or Type Name / _____
Physician Signature

Print or Type Name / _____
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Physician Signature